

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE AVON COMPANY f/k/a NEW AVON  
LLC and LG H&H CO., LTD f/k/a LG  
HOUSEHOLD & HEALTH CARE, LTD.,

Plaintiffs,

v.

FAREVA MORTON GROVE, INC. and  
FAREVA S.A.,

Defendants.

Case No. 1:22-cv-4724

**AMENDED ORDER GRANTING MOTION FOR PRELIMINARY INJUNCTION**

Upon consideration of Plaintiffs The Avon Company f/k/a/ New Avon LLC and LG H&H Co., Ltd f/k/a LG Household & Health Care, Ltd.'s (collectively, "Avon") Notice of Motion and Motion for Injunctive Relief (the "PI Motion"), dated June 6, 2022, the memorandum in support of the PI Motion, the opposition papers submitted thereto, Plaintiff's Notice of Motion and Motion to Enforce the Preliminary Injunction and for an Order of Contempt and Expedited Discovery in Aid of Motion (the "Contempt Motion"), dated August 3, 2022, the memorandum in support of the Contempt Motion, the opposition papers submitted thereto, as well as the relevant pleadings on file, and this Court having heard arguments of Counsel, for the reasons set forth by the Court in its Rulings on Plaintiffs' Order to Show Cause, dated September 15, 2022, it is ORDERED, ADJUDGED, and DECREED that the Court's Settled Order Granting Plaintiffs' Motion for Preliminary Injunctive Relief shall be and is hereby AMENDED as follows:

1. Defendants Fareva Morton Grove, Inc. and Fareva S.A. (collectively, "Defendants" or "Fareva"), its officers, agents, servants, employees, attorneys, and other persons who are in


active concert or participation with them who have actual notice of this preliminary injunction by person service or otherwise are hereby ENJOINED and ORDERED to provide Transition Support to Avon through and including March 31, 2023 (“the Transition Period”). Such Transition Support shall include, but not be limited to, the manufacturing and supplying of Products (as defined in the Manufacturing and Supply Agreement dated December 1, 2018 between the parties (the “MSA”))<sup>1</sup> to Plaintiffs as Plaintiffs direct and in compliance with the specifications set forth in the MSA.

2. The provisions and obligations under the MSA will remain in effect through the Transition Period.

3. Unless otherwise agreed to in writing by the parties, Defendants shall produce and supply Plaintiffs with 38,830,040 Product units by the dates set forth in the production schedule submitted as Exhibit A to the parties’ joint Response to Order to Show Cause. ECF No. 60-1. For any of the 38,830,040 units for which no date is identified for production and supply or for which a date beyond March 31, 2023 is identified for production and supply in Exhibit A, Fareva shall produce and supply those units by no later than March 31, 2023.

SO ORDERED.

Dated: September 20, 2022  
New York, New York

  
ALVIN K. HELLERSTEIN  
United States District Judge

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<sup>1</sup> All defined terms herein shall be ascribed the same meaning as in the MSA.